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Attorney for Defendants Fleifel New Step, Inc.  
 d/b/a New Step Fashion and Richard Fleifel

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

Nike, Inc.	)	Case No. CV 07-2856 RMW
	)	
Plaintiff,	)	JOINT CASE MANAGEMENT
	)	STATEMENT
v.	)	
	)	
Fleifel New Step, Inc. d/b/a New Step Fashion,	)	
Richard Fleifel, and Does 1 through 10,	)	
inclusive,	)	
	)	
Defendants.	)	

The parties to the above-entitled action submit this Joint Case Management Statement and request the Court to adopt it as the Case Management Order in this case, pursuant to Federal Rule of Civil Procedure 16 and Civil L.R. 16-10(b).

**JOINT CASE MANAGEMENT STATEMENT**

**1. Description/Principal Factual Issues in Dispute**

Plaintiff Nike, Inc. ("Plaintiff" or "Nike") seeks money damages and injunctive relief against Defendants Fleifel New Step, Inc. d/b/a New Step Fashion and Richard Fleifel (collectively "Defendants") for counterfeiting and infringing Plaintiff's trademarks. In particular, Plaintiff

1 alleges that Defendants were responsible for the distribution, promotion and sale on a wholesale  
2 basis of counterfeit footwear.

3 Defendants contend that Plaintiff overstates its position. The claim arises out of a purchase  
4 of goods in the ordinary cause of business for resale. Defendant had no reason to suspect any  
5 impropriety.

6  
7 **2. Principal Legal Issues in Dispute**

8 Plaintiff states it has evidence of purchase of counterfeit Nike footwear from the  
9 Defendants. Accordingly, Plaintiff identifies Defendants' willfulness and the extent of  
10 Defendants' profits as the principal issues in the case.

11 Defendants contend that Plaintiff overstates its position. The claim arises out of a limited  
12 purchase of goods in the ordinary cause of business for resale. Defendant had no reason to suspect  
13 any impropriety.

14 **3. Other Issues (including those of jurisdiction and service)**

The Parties did not identify any jurisdictional or service issues in this matter.

**4. Additional Parties**

The Parties do not, at this time, contemplate the amendment of pleadings for any reason,  
including the addition of new parties, but they acknowledge that information disclosed in discovery  
may make addition of new defendants prudent and a more efficient use of the Court's resources.

20 **5. Motions**

21 Plaintiff believes a motion for summary judgment as to liability and/or entry of a  
22 preliminary injunction may be appropriate.

**6. Evidence Preservation**

Defendants believe no special issues are presented in this regard.

**7. Disclosures**

The parties agree that disclosures under Rule 26(a) (1) will be made on or before the  
scheduling conference.

**8. Discovery**

1 The parties do not believe that discovery should be conducted in phases, or limited to  
2 certain issues. The parties agreed that disclosures required under Rule 26 can be completed within  
3 the time limits specified in that Rule.

4 9. Class Actions

5 Not applicable

6 10. Related Cases

7 Not applicable.

8 11. Relief

9 Plaintiff contends it may elect statutory or actual damages but is not prepared to make that  
10 election at this time. In any event, Plaintiff will seek entry of a permanent injunction.

11 12. Settlement and ADR

12 The Parties have discussed settlement preliminarily during and before their early meeting.  
13 The Parties propose a settlement conference before the Magistrate Judge.

14 13. Consent to Magistrate Judge for All Purposes

15 The Parties do not consent to assignment of this case to a United States Magistrate Judge  
16 for Trial.

17 14. Other References

18 Not applicable.

19 15. Narrowing of Issues

20 Not applicable.

21 16. Expedited Schedule

22 Not applicable.

23 17. Scheduling

24 The parties propose a discovery cutoff date of April 28, 2008.

25 The parties propose a final motion cutoff date of June 23, 2008.

26 The parties propose a pretrial conference date of August 4, 2008.

The parties propose a trial date of August 19, 2008.

18. Trial Estimate

The Parties have requested trial by jury. They estimate a trial of approximately three (3)-four (4) court days.

19. Disclosure of Non-party Interested Entities or Persons

Plaintiff states that pursuant to Civil Local Rule 3-16, as of this date, there are no other interests involved other than the named parties.

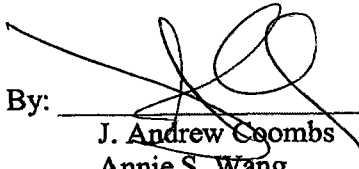
Defendants concur with Plaintiff's position on this issue.

20. Other Issues

The parties did not identify any other issues affecting case management.

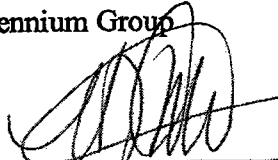
Dated: <sup>November</sup> August 9, 2007

J. Andrew Coombs, A Professional Corp.

By:   
J. Andrew Coombs  
Annie S. Wang  
Attorneys for Plaintiff, Nike, Inc.

Dated: November 5, 2007

Millennium Group

By:   
Hector J. Chinchilla  
Attorneys for Defendants Fleifel New Step, Inc.  
d/b/a New Step Fashion and Richard Fleifel

**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On November 13, 2007, I served on the interested parties in this action with the:

**JOINT CASE MANAGEMENT STATEMENT**

for the following civil action:

NIKE, INC. v. FLEIFEL NEW STEP, INC., et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Hector Chinchilla  
Millennium Group  
4861 Mission St  
San Francisco, CA 94112

Place of Mailing: Glendale, California  
Executed on November 13, 2007 at Glendale, California

  
\_\_\_\_\_  
Katrina Bartolome